

User Acceptance Agreement

Welcome to the FSSA/DFR Benefits Portal.

As an Authorized Representative, either as a private individual or an employee or volunteer of an AR Organization, you are requesting to use the FSSA/DFR Benefits Portal to assist individuals (“clients”) in their application for and/or ongoing receipt of State of Indiana Family and Social Services Administration (FSSA) public assistance benefit programs. For purposes of this User Acceptance Agreement, FSSA public assistance benefit programs include the Supplemental Nutrition Assistance Program (SNAP), Cash Assistance (TANF/ Refugee Cash Assistance), Health Coverage (including Medicaid), and similar benefit programs administered by the FSSA Division of Family Resources (DFR) (individually and collectively, “public assistance benefit programs”).

“Authorized Representative Agreement” means the written agreement signed by the client (or the client’s legal representative) and the Authorized Representative (State Form 53460 or 55366 or official replacement) and submitted to FSSA/DFR, by which the client authorizes the Authorized Representative to act on the client’s behalf for benefits application and/or ongoing assistance.

“Benefits application” means assisting the client in applying for public assistance benefit programs as defined in the Authorized Representative Agreement. “Ongoing assistance” means assistance to the client with respect to their receipt of public assistance benefit programs as defined in the Authorized Representative Agreement. All assistance provided by Authorized Representatives to their clients is subject to the terms and conditions of the duly executed Authorized Representative Agreements (incorporated herein by reference) and such terms and conditions prevail in the event of a conflict between the Authorized Representative Agreements and this Agreement.

With respect to this Agreement, an “Authorized Representative” is a private individual authorized by the client to act on the client’s behalf through the execution of an Authorized Representative Agreement. An Authorized Representative may also be an “AR Organization” (meaning an organization that through the normal course of business provides authorized representative services to clients, with such services being fulfilled by employees or volunteers of the organization).

If you are an employee or volunteer of an AR Organization and assigned by the AR Organization to assist clients with their benefits application and/or ongoing assistance, for all intents and purposes you are the client’s Authorized Representative with respect to client representation and obligations to maintain the confidentiality of client confidential information.

This Agreement establishes certain terms and conditions regarding your use of the FSSA DFR Benefits Portal (also referred to simply as “Benefits Portal”).

FSSA will provide you with limited access to client confidential information through the Benefits Portal. Such access is provided to you solely for you to assist clients who have authorized you or your AR Organization to be their Authorized Representative (through the proper execution of an Authorized Representative Agreement). Your assistance is limited to the services and functions defined in the Authorized Representative Agreement executed between the client and you or your AR Organization.

In this regard:

- If you are a private individual and do not work for an AR Organization, you acknowledge and

agree that you are working on behalf of the client, are not acting as an agent or representative of FSSA/DFR, and have been authorized in writing to represent the client through the execution of an Authorized Representative Agreement, and that the client has not revoked said authorization. Further, you will assist the client strictly within the terms of said authorization (e.g., apply and/or ongoing assistance for SNAP and/or Cash Assistance and/or Health Coverage).

- If you are working for an “AR Organization” you acknowledge and agree that through the AR Organization you are working on behalf of the client, are not acting as an agent or representative of FSSA/DFR, and that to the best of your knowledge the AR Organization has been authorized to represent the client through the execution of an Authorized Representative Agreement, and that the client has not revoked said authorization. Further, you will assist the client strictly within the terms of said authorization (e.g., apply and/or ongoing assistance for Health Coverage).

You further agree that if the client revokes such written authorization, in whole or part, you will immediately discontinue assistance to the client per the terms of said revocation and will cease to use the Benefits Portal to access the client’s information per the terms of said revocation.

For your clients (or the clients assigned to you by your AR Organization), you will have access to client confidential information through the Benefits Portal and will be able to perform a number of functions on behalf of your client, including:

- View case status of your client(s);
- View a list of requests for supporting documentation that need to be fulfilled by the client(s);
- View all scheduled interview appointments for the client(s);
- View notices sent by FSSA/DFR to the client(s);
- View the names of all client Authorized Representatives (as appointed by the client(s)); and,
- View and print a Proof of Eligibility Form for the client(s).

You will also be able to report changes on behalf of the client. Other functions may be added to the Benefits Portal over time by FSSA.

Confidentiality. You also understand and agree that as a condition of being given access to the Benefits Portal by FSSA, you will:

- Not use or disclose client confidential information to anyone other than to:
 - Other authorized representatives within your AR Organization who are or will be assisting the same client;
 - The client;
 - The client’s other duly appointed authorized representatives or client’s legal counsel;
 - FSSA/DFR or its designated representatives; and
 - Except as otherwise may be required by law or court order.
- Not use the Benefits Portal for personal use, including searching for or reviewing or using information regarding family members or friends or other individuals for whom you are not the Authorized Representative or for any other purpose other than to assist clients who have authorized you to act on their behalf;
- Not use client confidential information, regardless of form, for any purpose other than to assist clients for whom you are the Authorized Representative;
- Not disclose your Benefits Portal password to anyone;

- Not allow anyone else to use your User ID and password; this includes you signing on to the Benefits Portal and then allowing someone else to use the Benefits Portal under your credentials;
- Immediately report any known or suspected improper use or disclosure of client confidential information to the FSSA Privacy & Security Office (by email FSSA.PrivacyOffice@fssa.in.gov), including accidental or inadvertent improper disclosures; and,
- Abide by the terms and conditions of this User Acceptance Agreement, which may be amended from time to time, with or without notice, by FSSA.

“Client confidential information” means any information, including health information, about the client or the client’s family or household. This includes, but is not limited to, name, address, date of birth, Social Security Number, income, employment, health and medical information, marital status, gender, photo identification, fingerprints, credit and bank account information, family status, passwords, and driver’s license number. Client confidential information is protected under both federal and state laws and regulations; as such, violations of such confidentiality may subject you to both civil and criminal penalties.

In addition, an AR Organization may be a Covered Entity as that term is defined in 45 CFR Parts 160, 162, and 164 (“HIPAA Rules”). If an AR Organization is a Covered Entity then additional privacy and security restrictions may apply to client confidential information under the HIPAA Rules and may subject you and the AR Organization to further confidentiality requirements including both civil and criminal penalties for violations.

The confidentiality provisions of the User Acceptance Agreement shall survive the termination or expiration of this Agreement. Any violations of the client confidentiality provisions in this Agreement will result in immediate termination of your use of the Benefits Portal and may result in civil penalties or criminal prosecution under applicable federal and state law.

If you or the AR Organization have questions or concerns about safeguarding client confidential information or a permitted use or disclosure of such information, you or the AR Organization may contact the FSSA Privacy Officer at FSSA.PrivacyOffice@fssa.in.gov for guidance.

FSSA reserves the right to terminate your or your AR Organization’s access to the Benefits Portal at any time, with or without cause and with or without notice.